

**CITY OF GRANDE PRAIRIE  
REQUEST FOR PROPOSAL**

**FEASIBILITY STUDY FOR THE GP PERFORMING  
AND MEDIA ARTS CENTRE  
RFP-10-410-16**



**Section 1.0- TABLE OF CONTENTS**

**Section 1.0 - TABLE OF CONTENTS.....2**

**Section 2.0 - REQUEST FOR SERVICES .....3**

**Section 3.0 - RFP PROPONENT CHECKLIST .....4**

**Section 4.0 - GENERAL TERMS OF REFERENCE .....5**

**Section 5.0 - REQUIREMENTS .....12**

**Section 6.0 - PROPOSAL FORMAT .....14**

**Section 7.0 - EVALUATION CRITERIA .....18**

**FORMS .....19**

**FORM A: RECEIPT CONFIRMATION FORM .....19**

**FORM B: CLIENT REFERENCE INFORMATION .....20**

**FORM C: FORM FOR WRITTEN QUESTIONS .....21**

**FORM D: PROPOSERS SIGNATURE PAGE .....22**

## Section 2.0- REQUEST FOR SERVICES

The City of Grande Prairie is requesting detailed and comprehensive proposals for the following:

### FEASIBILITY STUDY FOR THE GP PERFORMING AND MEDIA ARTS CENTRE RFP-16-410-16

Documents and general information are available on the Alberta Purchasing Connection website at [www.purchasingconnection.ca](http://www.purchasingconnection.ca) or from the office of the Purchasing Manager, City Hall.

**Address:** City of Grande Prairie  
1<sup>st</sup> Floor, City Hall  
**Courier:** 10205 – 98 Street, Grande Prairie, AB T8V 2E7  
**Mailing:** PO Bag 4000, Grande Prairie, AB T8V 6V3

Submissions will be accepted at the Purchasing Department **until 2:00:00 p.m. local time Thursday, March 17, 2016** in two sealed packages and both must be clearly marked with name and address of the proponent and RFP name, number and **Envelope 1** (Price Proposal) or **Envelope 2** (Technical Proposal).

#### SUBMISSION INQUIRIES

R.D. (Bob) MacNeill  
Purchasing Manager  
Phone: (780) 538-0344  
Fax: (780) 538-4880  
E-mail: [purcont@cityofgp.com](mailto:purcont@cityofgp.com)

ISSUE DATE: February 19, 2016

## Section 3.0- RFP PROPONENT CHECKLIST

This checklist has been provided for your convenience.  
Please insure the following points have been addressed.

[ ] Request for Proposal Definition

An RFP defines the situation or objective for which the goods and/or services are required, how they are expected to be used and/or problems that they are expected to address. Proponents are invited to propose solutions that will result in the satisfaction of the purchaser's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may not be the primary consideration.

[ ] Overview of the RFP Process:

- Need identified and preliminary approvals obtained
- RFP documentation preparation
- Proposal process (from the issue of the RFP document to the receipt of the proposals)
- Evaluation of proposals
- Selection
- Negotiation
- Notification of successful proponent
- Debriefing of unsuccessful proponents

[ ] Read and understand the scope of the RFP

[ ] Receipt Confirmation Form (Form A) must be returned to the Purchasing Department

[ ] **All mandatory requirements of the RFP have been met. Proposals not meeting all mandatory requirements will be rejected.**

- **Certificate of Insurance,**
- **Workers' Compensation Board certificate (WCB), and**
- **Acknowledgement of Addenda issued.**

[ ] Proposals are to be clearly marked with name and address of the proponent and RFP number, and separated into **Envelope 1** (Price Proposal) or **Envelope 2** (Technical Proposal). Price Information in Envelope 2 will result in rejection of RFP.

[ ] **Four (4) complete copies of each proposal are to be submitted. Proposals without the correct number of copies will be rejected. Please note: Envelope 1 and Envelope 2 must be sealed separately.**

[ ] All copies of the proposals are to be received at the office of the Purchasing Manager by **2:00:00 p.m.** on the closing date indicated in Section 2.0. Late proposals will not be accepted and will be returned courier collect to the proponent.

## Section 4.0- GENERAL TERMS OF REFERENCE

### 4.1 INTRODUCTION AND SCOPE

#### 4.1.1 RFP Terminology

Throughout this RFP, terminology is used as follows:

- "must", "mandatory", "will", "shall" or "required":  
A requirement that must be met in an unaltered form in order for the proposal to receive consideration.
- "should" or "desirable":  
A requirement having a significant degree of importance to the objectives of the RFP.

#### 4.1.2 Purpose

The purpose of this RFP is to inform the public sector of an opportunity to solicit proposals from interested parties.

### 4.2 SELECTION CRITERIA AND PROCEDURES

#### 4.2.1 Proposal Format

Proponents must conform to the instructions given regarding proposal preparation and submission as outlined in Section 6.0 in order to be considered for evaluation.

#### 4.2.2 Evaluation Criteria

The following criteria will be considered in the evaluation:

- resources available
- technical and customer relations reputation of the proponent
- financial stability
- past performance
- quality of proposal
- project team strength and experience on municipal infrastructure projects
- service delivery, including guarantees of performance
- fee schedule

A specified evaluation sheet is attached in Section 7.0.

#### 4.2.3 Mandatory Requirements

Section 5.0 of this RFP may contain mandatory requirements. Proposals not meeting all mandatory requirements will be rejected without further consideration.

#### 4.2.4 Short list

The evaluation procedure may include a short list based on the stated criteria. The short listed proponents may be asked to prepare a presentation or provide additional technical information or clarification prior to the final selection.

#### 4.2.5 Negotiation Delay

If an acquisition agreement cannot be negotiated within thirty (30) days of notification to the designated proponent, the Purchasing Department may, in its sole discretion, terminate negotiations with that proponent and negotiate an acquisition agreement with another proponent of its choice.

#### 4.2.6 Financial Stability

The proponent may be required to demonstrate financial stability with the provision of financial statements or information from the proponent's financial institution.

The proponent may be required to demonstrate financial stability with the provision of financial statements or information from the proponent's financial institution.

#### 4.2.7 Two (2) Envelope Proposal System

Proposals shall be submitted in two envelopes supplied as follows:

##### Envelope No. 1 (Price Proposal) (sealed):

- Completed Request for Proposal must be signed, dated and sealed, and labelled with the Request for Proposal number, and the Proponent's name (4 copies)

##### Envelope No. 2 (Technical Proposal) (sealed):

- Sealed Envelope containing 4 copies of Proponent's Technical proposal submission (including addenda if applicable). No cost information to be included.
- Including Price Information in Envelope 2 will result in rejection of RFP.

### 4.3 PROPOSAL PREPARATION AND SUBMISSION

This section defines the proposal preparation and submission procedures which are to be followed by all proponents. Proponents are cautioned to carefully read and follow the procedures required by this Request for Proposal as any deviation from these requirements may be cause for rejection.

Proposer confirms it has obtained and carefully examined all of the documents making up this Request for Proposal (herein sometimes called, "RFP") issued by The City of Grande Prairie and any addenda issued in connection therewith.

The Proposer acknowledges that where Schedules to this Form of Proposal contain quantities of items to be bid at unit prices, the quantities are **approximate only** and the unit prices offered will apply whether the quantities are increased or decreased from the amounts shown.

#### 4.3.1 Receipt Confirmation Form

Fill out the attached Receipt Confirmation Form (Form A) and return it to the Purchasing Department. This allows the City to gauge the relative interest in this RFP and who may be submitting a response.

CITY OF GRANDE PRAIRIE  
FEASIBILITY STUDY FOR THE GP PERFORMING AND MEDIA ARTS CENTRE  
RFP-10-410-16

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4.3.2 Closing Date

**Four complete copies of each proposal** must be received by 2:00:00 p.m. local time on the date specified in Section 2.0:

Purchasing Department  
1st Floor, City Hall  
PO Bag 4000, 10205 - 98 Street  
Grande Prairie, Alberta T8V 6V3  
Telephone: (780) 538-0344

Proposals must not be sent by facsimile.

Proposals should be clearly marked with the name and address of the proponent, RFP Number and Title, and closing date and time on the envelope.

4.3.3 Late Proposals

Late proposals will not be accepted and will be returned courier collect to the proponent.

4.3.4 Closing of Proposal

Proponents may not submit new price proposals after the specified deadline date.

The opening of responses will be open to the public.

4.3.5 Addenda

Comments as to how the proposal documents, specifications or drawing can be improved are welcome. Proponents requesting clarification or interpretation of, or improvement to the proposal general terms, conditions, specifications, or drawings shall make a written request seven (7) calendar days prior to the submission deadline.

Any changes to the proposal general terms, conditions, specifications or drawings shall be in the form of a written addendum from the Purchasing Office, and it shall be signed by a duly authorized representative.

An addendum shall be issued no later than five (5) calendar days prior to the submission deadline. An addendum extending the date for receipt of proposals, or an addendum withdrawing the RFP may be issued any time prior to the submission deadline.

Each proponent shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.

Each proponent shall acknowledge the receipt of each addendum on the Proposal Form.

4.3.6 Modifications

Amendments to your proposal must be received in writing prior to the deadline date.

4.3.7 References

Proponents shall include a list of locations where similar services have been performed. Contact names and telephone numbers must be included. References may or may not be reviewed or contacted at the discretion of the City. Typically, only references of the top ranked short-listed proposers are contacted. The City reserves the right to contact references other than, and/or in addition to, those furnished by the proponent. Use the "Client Reference Information" form (Form B of Section 8.0) to record reference information.

4.3.8 Submission of Proposals

All Proponents shall include the proposal forms provided in their proposals. The Purchasing Office shall not accept oral proposals, nor proposals received by telephone, Fax, or any other electronic media.

All erasures, interpolations, and other changes in the proposals containing any conditions, omissions, erasures, alterations, or items not called for in the RFP, may be rejected by the Purchasing Office as being incomplete.

The proposal, and any other documents required, shall be enclosed in a sealed opaque envelope. Proponents are responsible for insuring that their proposals are time stamped by the Purchasing Office.

All proposals received in the Purchasing Office will be kept in a secure area until the time set for opening proposals.

Proposals received after the submission deadline will be returned unopened to the proposer.

4.3.9 Modification of Proposals

A proposal may be modified or withdrawn by the proponent any time prior to the submission deadline. The proponent shall notify the Purchasing Office in writing of its intentions.

If a change in the proposal is requested, the modification must be so worded by the proponent as to not reveal the original cost of the proposal.

Modified and withdrawn proposals may be resubmitted to the Purchasing Office prior to the submission deadline.

No proposal can be withdrawn after the submission deadline, and for ninety (90) days thereafter.

4.3.10 Commencement, Prosecution and Completion of Work

If awarded the contract the Proposer shall begin work on the date set out in the Contract Documents and shall execute the work in such a manner as to complete the job within the time specified.

4.3.11 Opening of Proposals

Proposals received in the Purchasing Office by submission shall be opened in public and read aloud.

4.3.12 Additional Information

Proposals may contain additional information. If alternative solutions are offered, please submit the information in the same format as a separate proposal.

**4.4 TERMS AND CONDITIONS**

4.4.1 Inquiries

All commercial inquiries to this Request for Proposal are to be directed, in writing to the Purchasing Department. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses will be recorded and may be distributed to all proponents at the Cities option.

- 4.4.2 Notification of Changes  
Changes to the RFP (in the form of an Addendum) will be posted on Alberta Purchasing Connection, [www.purchasingconnection.ca](http://www.purchasingconnection.ca).
- 4.4.3 Changes to Proposal Wording  
The proponent shall not change the wording of the proposal after submission and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City of Grande Prairie for purposes of clarification.
- 4.4.4 Ownership of Proposals  
All documents submitted (to the Purchasing Department) become the property of the City of Grande Prairie.
- 4.4.5 Proponents' Expenses  
Prospective proponents are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City of Grande Prairie, if any.
- 4.4.6 Acceptance of Proposals  
This RFP should not be construed as a contract to purchase goods or services. The City of Grande Prairie is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria.  
  
Subsequent to the submission of proposals, interviews and negotiations may be conducted with some of the proponents, but there shall be no obligation to receive further information, whether written or oral, from any proponent nor to disclose the nature of any proposal received. Any or all proposals shall not necessarily be accepted. The City of Grande Prairie shall not be obligated in any manner to any proponent whatsoever until a written agreement has been duly executed relating to an approved proposal. The City of Grande Prairie reserves the right to modify the terms of the RFP at any time in its sole discretion.  
  
Neither acceptance of a proposal nor execution of an agreement shall constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.
- 4.4.7 Failure or Default of Proposer  
If the Proposer for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proposer under the terms of this proposal, the City at its option may either consider the Proposer has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void and the City shall be entitled to retain the Bid Deposit as liquidated damages; or require the Proposer to pay the City the difference between the offer made in this proposal and any other proposal which the City accepts, if the same is for a larger amount and in addition to pay to the city any cost which the City may incur by reason of recalling the proposal, and further the Proposer will fully indemnify and save harmless the
- City, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proposer.
- 4.4.8 Inconsistencies  
In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order:  
  - 1) addenda
  - 2) memorandum of Agreement
  - 3) special conditions
  - 4) standard conditions
  - 5) project specifications
  - 6) standard specifications
  - 7) drawings
  - 8) executed Form of Proposal
  - 9) all other documents.  
The contract documents represent the entire Agreement between the City and the successful Proposer and supersedes all prior negotiations, representations or Agreements either written or oral. The contract documents may be amended only by written instruments agreed and executed by both parties.
- 4.4.9 Rejection of Proposal  
The City reserves the right to reject any and all Proposals. Without limiting the generality of the foregoing, any Proposal which either:  
  - a) is incomplete, obscure, irregular or unrealistic;
  - b) has non authorized (not initialed) erasures or corrections in the Proposal Offer or any Schedule thereto;
  - c) omits or fails to include any one or more items in the Proposal Offer for which a price is required by the RFP;
  - d) fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports to be completed or not;  
may, at the City's sole discretion, be rejected. Further, a Proposal may be rejected on the basis of a Proposer's past performance, financial capabilities, completion schedule and compliance with Federal, Provincial and Municipal legislation. As it is the purpose of the City to obtain a Proposal most suitable to the interests of the City and what it wished to accomplish, the city has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed most favourable to the interest of the City.
- 4.4.10 Liability for Errors  
While the City of Grande Prairie has used considerable efforts to insure an accurate representation of information of this RFP, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed to be accurate by the City of Grande Prairie, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming

CITY OF GRANDE PRAIRIE  
FEASIBILITY STUDY FOR THE GP PERFORMING AND MEDIA ARTS CENTRE  
RFP-10-410-16

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- their own opinions and conclusions in respect of the matters addressed in this RFP.
- 4.4.11 Clarification  
The City reserves the right to seek Proposal clarification with the Proposers to assist in making evaluations.
- 4.4.12 Negotiations  
The City reserves the right to negotiate with the selected Proposer.
- 4.4.13 Definition of Contract  
Notice in writing to a proponent of the acceptance of its proposal by the Purchasing Department, and the subsequent full execution of a written agreement shall constitute a contract for the services, and no proponent shall acquire any legal or equitable rights or privileges whatever relative to the services until the occurrence of both such events.
- 4.4.14 Proposals as Part of Contract  
Proposals may be negotiated with proponents, and if accepted, may form part of any contract awarded.
- 4.4.15 Acceptance of Terms  
All the terms and conditions of this RFP are assumed to be accepted by the proponent and incorporated in its proposal.
- 4.4.16 City's Right to Terminate the Contract  
Any of the following occurrences or acts shall constitute an event of default by the successful Proposer under the Agreement.  
Non-performance or non-observance of any of its other covenants, Agreements, or obligations hereunder, express or implied, continuing for thirty (30) days after the City has given to the successful Proposer notice in writing. If the failure cannot be remedied within thirty (30) days, then the City at its discretion may extend the time period. If the term hereby granted shall anytime cease or be taken in execution or in attachment by any creditor of the successful Proposer, or if the successful Proposer shall make any assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any act that may be enforced for bankrupt or insolvent Proposers, the then current rate (if not then paid) shall immediately become due and payable to the City, and said contract hereby granted shall immediately become forfeit and void.  
If sufficient cause exists to justify such action, the City may without prejudice to any other right or remedy which the City may have at Law or in equity, by giving the Proposer written notice, terminate the Agreement. The City shall never the less be entitled to recover any monies then owing. Similarly, if the receivership be appointed by a court of competent jurisdiction on account of the Proposers insolvency, the City may take the same action in the same manner.  
Notwithstanding anything contained herein, the City may, at any time during the term of the Agreement, upon giving 30 days' notice to the successful Proposer, terminate the agreement, if the City is of the opinion that the services supplied by the Successful Proposer
- are not of a standard satisfactory to the City. Further, the City at its sole discretion, may terminate the agreement for reasons including but not limited to unethical or criminal activities upon giving 7 days' notice to the successful Proposer.
- 4.4.17 Arbitration  
Any contract ordered as a result of this RFP will contain a requirement to use Arbitration as the final dispute resolution procedure in the event of any perceived breach of the purchase contract which cannot be resolved through negotiations with the concerned parties.
- 4.4.18 Quotes from Marketplace  
The City of Grande Prairie reserves the right to consider proposals from suppliers other than those invited to respond to this competition.
- 4.4.19 Project Sponsor  
A project sponsor may be assigned to oversee the contract awarded to the successful proponent. In addition, the successful proponent will be expected to name a counterpart project manager. The proponent project manager will be responsible for providing scheduled status reports to the project sponsor or a designate.
- 4.4.20 Compliance With Laws  
The proponent shall give all the notices and obtain all the licenses and permits required to perform the work. The Proponent shall comply with all the laws applicable to the work or the performance of the contract.  
The law applicable to this Proposal shall be the law in effect in the Province of Alberta.
- 4.5 CONFIDENTIALITY AND SECURITY**
- 4.5.1 All Proposals shall be under seal. In the case of a body corporate, the Proposal shall be under corporate seal of the Proposer. In the case of an individual person, the Proposal shall be under the seal of that person. In the case or an association of persons or a firm, each member of the association or firm shall affix his seal to the Proposal.  
The Form of Proposal provided in the Proposal Documents is to be executed as a speciality instrument and once the Proposals have been officially opened, the Proposal shall be irrevocable until it is considered and awarded by Administration or by the Council of the City of Grande Prairie.
- 4.5.2 This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.
- 4.5.3 Access to this document, and any additional information gained while completing the proposal process, must be strictly controlled to maintain the confidentiality of the information.
- 4.5.4 Information pertaining to the City of Grande Prairie obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without written authorisation from the City of Grande Prairie.



**4.5.5 Freedom of Information and Protection of Privacy Act**

All documents submitted to the City of Grande Prairie are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*. While this *Act* allows persons a right of access to records in the Cities custody or control is also prohibits the City of Grande Prairie from disclosing your personal or business information where disclosure would be harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in sections 15 and 16 of the *Act*. Applicants are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.

The purpose for collecting the personal information required to be provided in their bid request is to enable the City of Grande Prairie to ensure the accuracy and reliability of the proposal, and to enable the City of Grande Prairie to evaluate your response to this bid request and for other related program purposes of the City of Grande Prairie. You may contact the Purchasing Manager at 10205-98 Street, Grande Prairie, (780) 538-0344 if you have any questions about the collection of information pursuant to this bid request.

The records stipulated in this bid request as being required to be maintained by the contractor may be subject to the protection and access provisions of the Freedom of Information and Protection of Privacy Act. Should the City of Grande Prairie receive a request for any of these records that are in your custody it would be your responsibility to provide the records, at your expense, to the Purchasing Manager, City of Grande Prairie within seven (7) calendar days from official notification by the Purchasing Manager.

The Freedom of Information and Protection of Privacy Act requires the protection of the privacy of individuals whose information may be involved with meeting contract requirements. In accordance with the standards established by the requirements of Part 2 of the Act, the contractor will be required to protect the confidentiality and privacy of each individual's personal information accessible to the contractor or collected pursuant to this bid request or contract.

**4.6 PRICING**

**4.6.1 Firm Pricing**

Prices quoted in the proposals shall not change during the evaluation period for at least 90 days after the submission deadline.

**4.6.2 Currency and Taxes**

Prices quoted are to be:

- a) in Canadian dollars;
- b) delivery FOB destination included
- c) exclusive of Goods and Services Tax.

**4.7 OTHER CONSIDERATIONS**

The signed proposal shall be considered an offer on the part of the proponent, which offer shall be deemed accepted upon approval by City Council, and in case of default on the part of the proponent after such

acceptance, the City may take action as it deems appropriate.

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

All commercial contact for information regarding the proposal must be addressed to the City of Grande Prairie, Purchasing Department. Over the course of this RFP process, related contact with City representatives by a proponent or their agent, other than as a part of the evaluation process or for clarification purposes, may be grounds for disqualification of that proposal.

No oral change or interpretation of the provisions contained in this Request for Proposal is valid whether issued at a pre-proposal conference or otherwise. Written addenda may be issued when changes, clarifications, or amendments to proposal documents are deemed necessary.

All materials submitted in response to the RFP become the property of the City of Grande Prairie and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP whether amended or not, and selection or rejection of the proposal does not affect this right.

After initial review of the proposals, the City of Grande Prairie may invite bidders for an interview to discuss the proposal and meet its representatives, particularly key personnel who would be assigned to the project. The City reserves the right to request re-submission of any or all proposals. It is understood that the City shall entail no costs as a result of this interview, nor bear any obligation in further consideration of the proposal.

**4.8 PROPONENT INFORMATION AND REQUIREMENTS**

**4.8.1 Proponent Representation**

Each proponent, by submitting a proposal in response to this RFP, represents that the proponent has read and understands the proposal documents, specifications, and drawings, if any, and has familiarized itself with all federal, provincial, and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress, or performance of the work.

The failure or omission of any proposer to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions, existing at the site, shall in no way relieve any proposer from any obligations with respect to its proposal or to the resulting contract.

**4.8.2 Equipment**

Where the supply of equipment forms part of this RFP, the following information shall be included in the Proposer's response.

- name of the manufacturer (s) of the proposed equipment;
- brochures, descriptive literature and other relevant material supplied by the

manufacturer(s) which describes the proposed equipment;

- details of all warranties offered by both manufacturer(s) and proposer;
- details of manufacturer's offer of continued long-term support of the equipment;
- where warranties for equipment and/or service form part of sales or lease purchase agreements, these shall be described and copies of relevant documentation included. Note: The City requires the warranty period of equipment commence at date of acceptance by the City and NOT at date of supply or installation.
- Written proof that all equipment proposed conforms to Canadian Standards Association and Department of Communications and all other applicable standards in Alberta. All equipment shall be certified for use in the Province of Alberta.

Reconditioned or refurbished equipment may be proposed only as an alternate. Full details shall be provided and all equipment shall carry an equivalent to new warranty.

4.8.3 Assignment

The vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City of Grande Prairie.

4.8.4 Time of the Essence

Unless otherwise provided, time shall be of the essence.

4.8.5 Addenda

Comments as to how the proposal documents, specifications or drawing can be improved are welcome. Proponents requesting clarification or interpretation of, or improvement to the proposal general terms, conditions, specifications, or drawings shall make a written request seven (7) calendar days prior to the submission deadline.

Any changes to the proposal general terms, conditions, specifications or drawings shall be in the form of a written addendum from the Purchasing Office, and it shall be signed by a duly authorized representative.

An addendum shall be issued no later than five (5) calendar days prior to the submission deadline. An addendum extending the date for receipt of proposals, or an addendum withdrawing the RFP may be issued any time prior to the submission deadline.

Each proponent shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.

Each proponent shall acknowledge the receipt of each addendum on the Proposal Form.

4.8.6 Environmental Considerations

Proposers are advised that The City of Grande Prairie will consider offers on products containing reclaimed materials and that preference will be given to those products containing the highest percent content of recycled post-consumer waste, when price, quality and

delivery are equal. In proposing your products manufactured with recycled material, please indicate the percentage of post-consumer waste contained in the product offered.

In addition, we are encouraging suppliers to provide environmentally friendly products to The City of Grande Prairie and invite you to bid as requested in the specifications and alternately on products which will meet our needs and assist in reducing damage to the environment.

The City of Grande Prairie recognizes that climate change has the potential for impact on the operations of the organization and is working on mitigating our impacts to the environment. Please include a statement of your organization's efforts to mitigate environmental impacts or a statement of the positive environmental impact of your product or service.

**4.9 RISK MANAGEMENT AND SAFETY**

4.9.1 Occupational Health & Safety

The Proponent shall comply with the provisions of the Occupational Health and Safety Act, Statutes of Alberta, 1980, Chapter 0-2, and amendments thereto and regulations thereunder, and shall at all times ensure that all equipment and manpower at the work site shall comply with the requirements of the said Act and regulations thereunder. The Proponent shall be the general representative and agent of the Owner for the purposes of insuring compliance with safety regulations of himself.

The Proponent shall at all times during the continuation of this contract with the Owner observe all the provisions of the Labour Relations Act, Workers' Compensation Act, Employment Standards Act and the Occupational Health and Safety Act as well as rules and regulations pursuant thereto. In the event the Proponent fails to comply with the said Acts and any regulations thereunder, and the Owner is required to do anything or take any step or pay any sums to rectify such non-compliance the Owner may subtract the costs of such rectification from any monies owing to the Proponent.

4.9.2 Workers' Compensation Board

The Proponent shall provide evidence to the City that an account has been opened with the Workers' Compensation Board and that all fees are paid in compliance with the Board; and that coverage is maintained for the duration of this agreement for any persons working for or employed by the Proponent on this agreement. No person under the age of sixteen (16) shall be employed under the terms of the agreement.

4.9.3 Insurance

The Proponent shall provide the following insurance, to be placed with a company and in a form as may be acceptable to the Corporation. This insurance shall remain in force until the date of the Certificate of Total Performance, unless otherwise stipulated, and shall provide for THIRTY (30) days prior notice of cancellation, lapse or material change.

Comprehensive General Liability Insurance

Comprehensive General Liability Insurance protecting the Owner, the Proponent, and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Proponent, its sub-contractors, and their respective servants, agents or employees under the Agreement.

This insurance shall be for an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence and shall include a standard form of cross-liability clause. Complete operations coverage shall be maintained for at least TWENTY-FOUR (24) months after the date of the Certificate of Total Performance, and proof of same provided to the Owner.

Automobile Mobile Equipment Insurance

Automobile Liability Insurance on all licensed vehicles owned by or leased to the Proponent, protecting against damages arising from bodily injury (including death) and from claims for property damage arising from the operations of the Proponent, its servants, agents or employees. This insurance shall be for an amount of TWO MILLION DOLLARS (\$2,000,000.00) inclusive per accident.

Proponent's Equipment Insurance covering all equipment owned or rented by the Proponent and its servants, agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and shall contain a waiver of subrogation against the Owner.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City Clerk prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled until at least THIRTY (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the Province of Alberta.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract,

the Proponent shall furnish, at least THIRTY (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Proponent shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

4.9.4 Indemnification

Except as provided in the next paragraph, the Proponent shall indemnify and hold harmless the Owner, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attribute to the Proponent's performance of the Contract, providing that such claims, damages, losses or expenses are:

- a. attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
- b. caused by a negligent act or omission of the Proponent or anyone for whose acts he may be liable.

The obligation of the Proponent under this General Condition shall apply only to the extent that such claim, demands, losses, expenses, costs, damages, actions, suits, or proceedings do not arise out of a negligent act or omission of the Owner, the Proponent, their agents or employees.

4.9.5 Licensing

It is the Proponent's responsibility to ensure that all licenses that are required by any and all regulatory bodies are applied for, approved and maintained in compliance with the appropriate legislation.

The Proponent must have a valid City of Grande Prairie business license or able to obtain such license prior to the award of the Request for Proposal. Proof of such license must be provided as a condition of the award of the contract.

4.9.6 Performance Measures

Performance Measures may be developed or adapted from the requirements of this proposal call. These performance measures will be used to determine the extent that the project achieved the objectives of the Request for Proposal.

***Notwithstanding any of the aforementioned terms, the City of Grande Prairie's Purchasing Policy will apply where and when applicable in addition to the Agreement on Internal Trade (AIT) and the Trade, Investment and Labour Mobility Agreement (TILMA) a partnership between the Government of British Columbia and the Government of Alberta and New West Partnership Agreement.***

## Section 5.0- REQUIREMENTS

### **City's Guiding Beliefs**

City Staff developed the following Guiding Beliefs which are the standards to which we hold each other accountable and the core of our leadership philosophy.

Consideration of these Guiding Beliefs in day to day business and problem-solving is part of what makes the City of Grande Prairie a GREAT PLACE TO WORK. It is always important to do the "right thing" and our Guiding Beliefs help us discern what that is!

#### **Service/Caring**

- Creating an environment where customers receive consideration
- Being sincere; showing respect

#### **Integrity**

- "walking the talk" and keeping promises
- Being honest
- Being accountable for our actions

#### **Fun**

- Genuine enjoyment of work

#### **Cooperation**

- Respecting each other's view and ideas
- Encouraging and providing opportunities for personal growth and development
- Effectively communicating
- Being helpful to one another
- Supporting employees and their families

#### **Flexibility**

- Being able to adjust
- Acknowledging when wrong and supporting our fellow workers
- Using our common sense

### **Background**

The City of Grande Prairie is undertaking a feasibility study to assist with the business case for a regional performing and media arts facility, to be located on the South Montrose site in downtown Grande Prairie. The City is not assuming there is a need and are using the processes identified in this Request for Proposal to assist with this determination.



Stakeholders of this study include the citizens of Grande Prairie and Region, Arts Community, City of Grande Prairie, School Boards and Educational Institutions, and Neighboring Municipalities: County of Grande Prairie; Municipal District of Greenview; Town of Beaverlodge; Town of Sexsmith; Town of Wembley; and the Village of Hythe. The opportunities for this facility include:

1. To provide more arts and cultural opportunities for the region
2. To strengthen relationships and build new opportunities with the arts community
3. To generate economic and social benefits for region
4. To foster the development of children and youth through active involvement in the arts
5. To enhance the Montrose site with a modern, esthetically and available resource for the community

Through discussions with regional stakeholders, and research from other existing facilities in Western Canada, the outcome of the feasibility study will provide findings and recommendations to the following:

1. Who will use the facility, how often, and what revenue can be generated?
2. How large of a facility is required?
3. What would a regional funding model look like?
4. How much will it cost to build and how long will it take?
5. What would the economic impact be on Grande Prairie?
6. What will the first 5 years of operating and capital expenditures be?
7. Who should own and operate the facility?
8. What options for funding of construction and operation are available?
9. What are the current and long term needs for a facility?
10. What features should be included?
11. What partnership opportunities exist and how would they work with the proposed facility?
12. What affects would the facility have on other local venues that host similar events, groups and performances?
13. Summary of recommendations above with actual comparative results from research of other Western Canadian facilities (facility usage, facility size, regional funding models, capital construction costs, etc.)

## **Section 6.0- PROPOSAL FORMAT**

Evaluation of proposals is made easier when proponents respond in a similar manner. The following Two-(2) Envelope format must be followed to provide consistency in proponent response.

- Schedule of costs for your proposed solution, including all project costs, support fees, and licensing fees as outlined below
- Technical proposal, outlining your methodology, work plan, team, products used, and other aspects of meeting project requirements.

Each envelope must be labelled with the Proposal Number and Name as well as the Proponent's Name.

### **Title Page**

Show RFP number and title, Proponent's name and address, closing date and time, Proponent's telephone number, and contact person.

### **Letter of Introduction**

One page, introducing the company and signed by the person(s) authorized to sign on behalf of, and bind the company to, statements made in response to this RFP.

### **Table of Contents**

Include page numbers.

### **Project Overview**

Short one or two page summary of the key features of the proposal

### **Proposed Methodology and Work Plan**

Outline activities the Proponent plans to take in order to see the project through a successful conclusion. Identify various Phases of Work and proposed methodology.

### **Project Team**

The Consultant must provide the names of key technical and engineering staff to be involved in the Project, including their experience, technical background, respective position descriptions, and the extent of their involvement in the project. No change in key staff will occur without written permission by the City.

### **Appendices**

Any additional information, brochures, etc.

## **Two Envelope Procedure**

RFP proponents submit their costs in a separate envelope which may be opened only after the evaluation of the Envelope 2 items is complete. A minimum requirement based upon technical merit is detailed in the RFP. If that minimum requirement is not met, the cost envelope is not opened. This is to ensure that only Proposals with acceptable technical merit are considered.

Proponents who meet the minimum requirement for technical merit get points for their cost. The lowest cost receives full points and the remainder are allocated pro-rated points. The points are added to the total of Envelope 2 portion of the proposal and the proponent with the highest points is considered to be the successful proponent for the award of the contract. Final award of the project may also be contingent on sufficient budgeting funds being available.

### **Envelope #1 – Schedule of Costs**

- Envelope #1 shall identify the phases of work, personnel who will undertake the work, their position description, hourly rates, and estimated hours of work on each phase, estimated overtime or standby-time. Extended costs per phase including, separate travel and subsistence, and third party costs, if any. Costs must be sub-totaled, and culminated in a Proponent's Total Costs.

Incidentals such as vehicle rates, long distance telephone rates, microcomputer rates, CAD rates, fax machine rates, etc. must be listed. Omission in identifying an incidental item will be deemed as providing the service at a nil charge.

### **Envelope #2 – Technical Proposal**

- Envelope #2 shall provide the Proponent's plan on how to address:
  - Project understanding
  - Methodology
  - Innovation
  - Materials
  - Timeline and Milestones
  - Team members
  - Corporate experience
  - Safety and environmental program, and
  - Warranty considerations



## Section 7.0 – EVALUATION CRITERIA

Proposals will be evaluated by the City, using the criteria and relative importance factors listed below to determine which proposal best meets the City's requirements.

- a) 25% Project Methodology
  - ◆ Evidence of a process to include client collaboration and input
  - ◆ Process to evaluate costs vs benefits or alternatives
  - ◆ Method to use resources in an efficient manner
  - ◆ Experience with similar projects
  - ◆ List of sub-consultants including their experience and credentials with similar projects
  
- b) 20% Planning & Design Process
  - ◆ Process for concept development and incorporation into design
  - ◆ Process for Customer/staff feedback opportunities
  - ◆ Management role and collaboration with City designate
  - ◆ Ability to incorporate innovative concepts
  - ◆ Clear examples of the efficient and effective use of resources
  
- d) 16% Experience
  - ◆ Experience with similar projects
  - ◆ Customer satisfaction and work quality
  - ◆ Was the project completed on time and on budget
  - ◆ How proponent managed project methodology; planning & design process and construction process
  - ◆ Credentials & Expertise
  
- d) 4% Environmental
  - ◆ Experience with similar projects
  - ◆ Customer satisfaction and work quality
  
- e) 35% Value and costs
  - ◆ Cost of consultant(s) as a percentage of the entire project
  - ◆ Hourly rate for the work outside the project (if required)
  - ◆ Statement of extras, disbursements and contingency

**Section 8.0 – FORM OF PROPOSAL**

**AT LEAST ONE SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR SUBMISSION**

- 8.1 Please state terms of payment (note: early payment discounts will be considered in the award of the contract and will apply after taxes): \_\_\_\_\_
  
- 8.2 I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (s) of proper officers as provided below, has any interest in this proposal.
- 8.3 I/WE further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.
- 8.4 I/WE further declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal is in all respects fair and without collusion for fraud.
- 8.5 I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation representatives, relative to this proposal.
- 8.6 WE further declare that the agent listed below is hereby authorized by the Proponent to submit his proposal and is authorized to negotiate on behalf of the Proponent.
- 8.7 I/WE have allowed for Addenda numbered as follows: # \_\_\_\_\_ through to # \_\_\_\_\_.

**Failure to acknowledge all addenda will result in your proposal being rejected.**

COMPANY NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL: \_\_\_\_\_

COMPANY SEAL OR WITNESS \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

(please print name): \_\_\_\_\_ POSITION IN FIRM: \_\_\_\_\_

CITY BUSINESS LICENSE NUMBER: \_\_\_\_\_

DATE \_\_\_\_\_

NOTE: Please return your written submission along with this completed Form on or before the closing date (local time) as indicated in Section 2.0

**FORM A**

**RECEIPT CONFIRMATION FORM**

**RFP-10-410-16**

**FOR: FEASIBILITY STUDY FOR THE GP PERFORMING AND MEDIA ARTS CENTRE**

Please fax completed form to: 780.538.4880 or email [purcont@cityofgp.com](mailto:purcont@cityofgp.com)

Purchasing Department  
1<sup>ST</sup> Floor, City Hall  
PO Bag 4000, 10205-98 Street  
Grande Prairie, AB, T8V 6V3

Attention: R.D. (Bob) MacNeill, Purchasing Manager

Failure to return this form may result in no further communication regarding this RFP

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY & PROVINCE: \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

I have received a copy of the above noted RFP.

**NOTE: Changes to the RFP (in the form of an Addendum) will be posted on Alberta Purchasing Connection, [www.purchasingconnection.ca](http://www.purchasingconnection.ca)**

I understand that whether or not I submit a proposal, that our status as a potential supplier to the City of Grande Prairie in the future will not be affected.

By returning this form, the proponent agrees that any contact information provided is not personal information as per the Freedom of Information Protection Legislation.

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME \_\_\_\_\_ TITLE: \_\_\_\_\_

**FORM B**

<b>CLIENT REFERENCE INFORMATION</b>
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Company Name	
Address	
City / Prov / Postal Code	
Contact Person / Title / Phone Number	
Description of work performed	

COMMENTS:

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Company Name	
Address	
City / Prov / Postal Code	
Contact Person / Title / Phone Number	
Description of work performed	

COMMENTS:

---

Company Name	
Address	
City / Prov / Postal Code	
Contact Person / Title / Phone Number	
Description of work performed	

COMMENTS:

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**FORM D**

**PROPOSERS SIGNATURE PAGE**

By submitting this proposal I/We agree to comply with the requirements stated in this RFP.

My/Our Business License Number is: \_

I/We acknowledge the receipt of:

Addendum No: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated \_\_\_\_\_

Each proposer shall acknowledge receipt of each addendum on this form. Failure to do so may result in the proposal being considered non-responsive.

**DECLARATION**

The proposer further declares that he has complied in every respect with all the instructions to proposers, that he has read all addenda, if any, issued prior to the opening of proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general conditions of the agreement and all relevant information to which this proposal pertains.

**ANTI-COLLUSION STATEMENT**

The undersigned, as proposer (herein used in the masculine singular; irrespective of actual gender and number) declares, under oath that no other person has any interest in this proposal or in any resulting agreement to which this proposal pertains, that this proposal is not made with connection or arrangement with any other persons and without collusion or fraud.

Respectfully submitted,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date